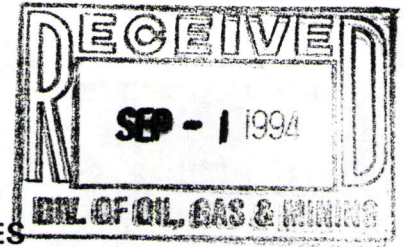


File Number M/023/022

Effective Date 12-29-94



STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

*Replaced  
6-19-98  
this original  
returned to  
operator  
6-29-98*

RECLAMATION CONTRACT  
---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/023/022  
(Mineral Mined) Limestone

"MINE LOCATION":  
(Name of Mine) Topaz Valley Limestone Quarry  
(Description) Approx. 40 Miles Northwest of  
Delta, Utah. Mine located in  
Juab County

"DISTURBED AREA":  
(Disturbed Acres) 15.8 Acres  
(Legal Description) (refer to Attachment "A")

"OPERATOR":  
(Company or Name) MEADOW VALLEY CONTRACTORS, INC.  
(Address) P O BOX 121  
MOAPA, NV 89025  
(Phone) \_\_\_\_\_

**"OPERATOR'S REGISTERED AGENT":**

(Name)

RON DAY

(Address)

P. O. BOX 591

DELTA, UT 84624

(Phone)

801-864-3971

**"OPERATOR'S OFFICER(S)":**

ARVIN BLACK - PRESIDENT

KENNETH D. NELSON - VICE PRESIDENT

WENDY DANLEY - SECRETARY/TREASURER

**"SURETY":**

(Form of Surety - Attachment B)

Surety Bond

**"SURETY COMPANY":**

(Name, Policy or Acct. No.)

Insurance Company of North America

**"SURETY AMOUNT":**

(Escalated Dollars)

\$35,300.00

**"ESCALATION YEAR":**

1999

**"STATE":**

State of Utah

**"DIVISION":**

Division of Oil, Gas and Mining

**"BOARD":**

Board of Oil, Gas and Mining

**ATTACHMENTS:**

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between MEADOW VALLEY CONTRACTORS, INC the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/023/022 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated April 30, 1991, and the original Reclamation Plan dated Nov. 18, 1991. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as

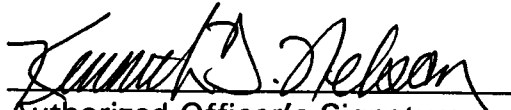
amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

KENNETH D. NELSON

Authorized Officer (Typed or Printed)

  
Authorized Officer's Signature

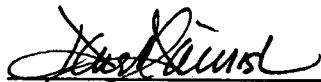
AUGUST 11, 1994

Date

SO AGREED this 7<sup>th</sup> day of December, 1994.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY



Dave D. Lauriski, Chairman  
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By

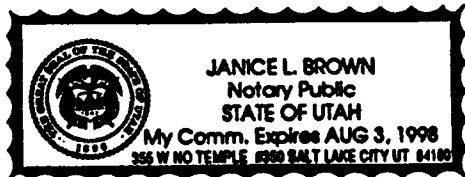
James W. Carter, Director

Date

12/29/94

STATE OF Utah )  
 ) ss:  
COUNTY OF Salt Lake )

On the 29<sup>th</sup> day of December, 19 94, personally appeared before me, who being duly sworn did say that he/~~she~~, the said JAMES W. CARTER is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the foregoing document by authority of law on behalf of the State of Utah.



Janice L. Brown  
Notary Public  
Residing at: Salt Lake City

August 3, 1998  
My Commission Expires:

OPERATOR:

MEADOW VALLEY CONTRACTORS, INC.

Operator Name

By KENNETH D. NELSON, VICE PRESIDENT

Corporate Officer - Position

AUGUST 11, 1994

Date

*Kenneth D. Nelson*

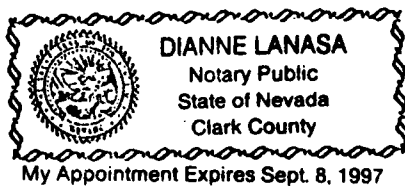
Signature

STATE OF NEVADA )

) ss:

COUNTY OF CLARK )

On the 11TH day of AUGUST, 1994, personally  
appeared before me DIANNE LA NASA who  
being by me duly sworn did say that he/she, the said KENNETH D. NELSON  
is the VICE PRESIDENT of MEADOW VALLEY CONTRACTORS, INC.  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
KENNETH D. NELSON duly acknowledged to me that said  
company executed the same.



*Dianne La NASA*  
Notary Public  
Residing at: Clark County, Nevada

September 8, 1997  
My Commission Expires:

SURETY: INSURANCE COMPANY OF NORTH AMERICA

\_\_\_\_\_  
Surety Company

By MIKE PARIZINO, ATTORNEY-IN-FACT  
Company Officer - Position

AUGUST 15, 1994  
Date

  
Signature

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, personally  
appeared before me \_\_\_\_\_ who  
being by me duly sworn did say that he/she, the said \_\_\_\_\_  
is the \_\_\_\_\_ of \_\_\_\_\_  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
\_\_\_\_\_ duly acknowledged to me that said  
company executed the same.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

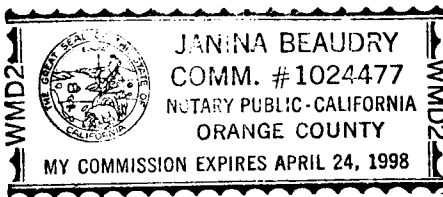
State of California

County of ORANGE

On 8-15-94 before me, JANINA BEAUDRY Notary Public  
Date

personally appeared MIKE PARIZINO  
Name of Signer(s)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed the within instrument and acknowledged to me t he/she/they executed the same in his/her/th authorized capacity(ies), and that by his/her/th signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) act executed the instrument.



WITNESS my hand and official seal.

Janina Beaudry  
Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNERS (S) ☐ LIMITED  
☐ GENERAL

- ☒ ATTORNEY-IN-FACT  
☐ TRUSTEE (S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Insurance Company of North America  
a CIGNA company



565541

Know all men by these presents: That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 3.16 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or any Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint JOHN M. GARRETT, JUDITH K. CUNNINGHAM, ROBERT M. MINOT, MIKE PARIZINO, JAMES W. MOILANEN, MARGARETA T. HIERL, and JANINA BEAUDRY, all of the City of Santa Ana, State of California-----

-----, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FORTY FOUR MILLION SIX HUNDRED TWENTY SEVEN THOUSAND----- DOLLARS (\$ 44,627,000. ) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said R. E. Giveans, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 7th day of April 1994



INSURANCE COMPANY OF NORTH AMERICA

*Robert E. Giveans*

R. E. GIVEANS, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

ss.

On this 7th day of April, A.D. 1994, before me, a Notary Public of

the Commonwealth of Pennsylvania in and for the County of Philadelphia came R. E. Giveans, Vice-President of the INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL  
CARRIE M. RAYSOR, Notary Public  
Philadelphia, Philadelphia County, PA  
My Commission Expires October 30, 1995

*Carrie M. Raysor*  
Notary Public

I, the undersigned, Secretary of INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 15TH day of AUGUST 1994



*Darryl E. Taylor*  
Darryl E. Taylor, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER APRIL 7, 1996

**ATTACHMENT "A"**

MEADOW VALLEY CONTRACTORS, INC.  
Operator  
M/023/022  
Permit Number

Topaz Valley Limestone Quarry  
Mine Name  
Juab County, Utah

**The legal description of lands to be disturbed is:**

SE 1/4-SW1/4, Section 21 Township 13 S Range 11 W  
SW 1/4-SE1/4, Section 21 Township 13 S Range 11 W

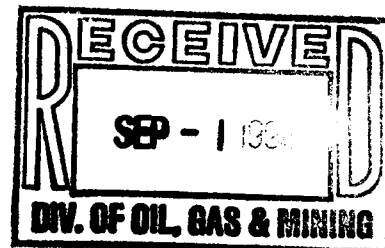
## ATTACHMENT B

MR FORM 6  
Joint Agency Bonding Form

(April 8, 1993)

PREMIUM: \$706.00  
Bond Number \_\_\_\_\_  
Permit Number M/023/022  
Mine Name LIMESTONE QUARRY

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340



### THE MINED LAND RECLAMATION ACT

#### SURETY BOND

\*\*\*\*\*

*Replaced  
6-19-96  
this original  
returned to office  
6-29-98*

The undersigned MEADOW VALLEY CONTRACTORS, INC. as Principal,  
and INSURANCE COMPANY OF NORTH AMERICA as Surety, hereby jointly and severally  
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of  
Utah, Division of Oil, Gas and Mining, and BUREAU OF LAND MANAGEMENT  
in the penal sum of THIRTY-FIVE THOUSAND THREE HUNDRED dollars (\$35,300.00-----).  
AND NO/100

Principal has estimated in the Mining and Reclamation Plan approved by the  
Division of Oil, Gas and Mining on the 29th day of DECEMBER, 1994, that 15.8  
acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the  
Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and  
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation  
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the  
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and  
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

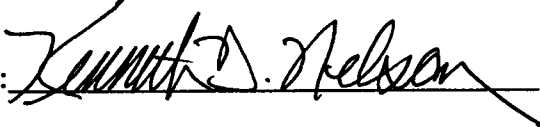
Date: AUGUST 11, 1994

MEADOW VALLEY CONTRACTORS, INC.

Principal (Permittee)

By (Name typed): KENNETH D. NELSON

Title: VICE PRESIDENT

Signature: 

Date: AUGUST 15, 1994

INSURANCE COMPANY OF NORTH AMERICA

Surety

By: (Name Typed) MIKE PARIZINO

Title: ATTORNEY-IN-FACT

Signature: 

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

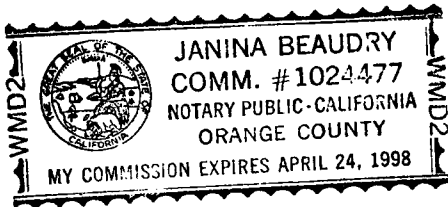
State of California

County of ORANGE

On 8-15-94 before me, JANINA BEAUDRY Notary Public  
Date

personally appeared MIKE PARIZINO  
Name of Signer(s)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed the within instrument and acknowledged to me t he/she/they executed the same in his/her/th authorized capacity(ies), and that by his/her/th signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) act executed the instrument.



WITNESS my hand and official seal.

Janina Beaudry  
Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNERS (S) ☐ LIMITED  
☐ GENERAL

- ☒ ATTORNEY-IN-FACT  
☐ TRUSTEE (S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SO AGREED this 7th day of December, 1994.

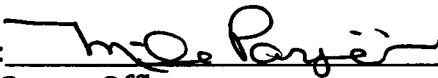


Dave D. Lauriski, Chairman  
Board of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

### AFFIDAVIT OF QUALIFICATION

MIKE PARIZINO, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) AGENT of said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Signed:   
Surety Officer

Title: MIKE PARIZINO, ATTORNEY-IN-FACT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_, 19\_\_\_\_.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

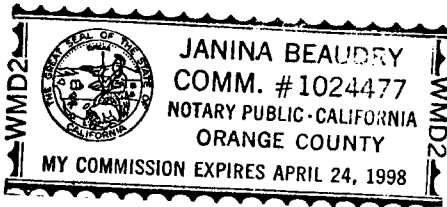
State of California

County of ORANGE

On 8-15-94 before me, JANINA BEAUDRY Notary Public  
Date

personally appeared MIKE PARIZINO  
Name of Signer(s)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) act executed the instrument.



WITNESS my hand and official seal.

Janina Beaudry  
Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNERS (S) ☐ LIMITED  
☐ GENERAL

- ☒ ATTORNEY-IN-FACT  
☐ TRUSTEE (S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

## ATTACHMENT B

MR FORM 6  
Joint Agency Bonding Form

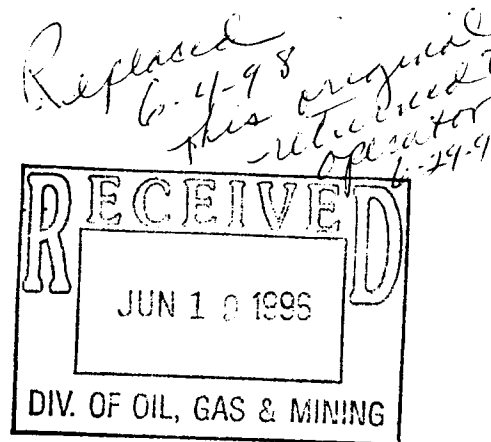
(April 8, 1993)

Bond Number \_\_\_\_\_  
Permit Number M/023/022  
Mine Name LIMESTONE QUARRY

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

### THE MINED LAND RECLAMATION ACT

#### SURETY BOND \*\*\*\*\*



The undersigned MEADOW VALLEY CONTRACTORS, INC. as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining, and BUREAU OF LAND MANAGEMENT in the penal sum of THIRTY-FIVE THOUSAND THREE HUNDRED dollars (\$35,300.00-----).  
AND NO/100

Principal has estimated in the Mining and Reclamation Plan approved by the Division of Oil, Gas and Mining on the 12 day of APRIL, 1994, that 15.8 acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Date: JUNE 10, 1996

MEADOW VALLEY CONTRACTORS, INC.

Principal (Permittee)

By (Name typed): KENNETH D. NELSON

Title: VICE PRESIDENT

Signature: Kenneth D. Nelson

Date: JUNE 7, 1996

UNITED STATES FIDELITY AND GUARANTY COMPANY  
Surety

By: (Name Typed) LOURDES LANDA

Title: ATTORNEY-IN-FACT

Signature: Landa

Page 3  
MR-6  
Joint Agency Surety Bond  
Attachment B

Bond Number \_\_\_\_\_  
Permit Number M/023/022  
Mine Name LIMESTONE QUARRY

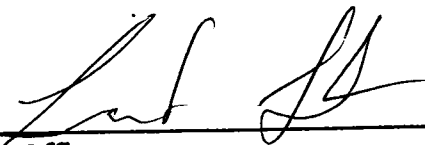
SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Dave D. Lauriski, Chairman  
Board of Oil, Gas and Mining

**\*NOTE:** Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

### AFFIDAVIT OF QUALIFICATION

LOURDES LANDA, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) AGENT of said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Signed:   
Surety Officer

Title: LOURDES LANDA, ATTORNEY-IN-FACT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_, 19\_\_\_\_.

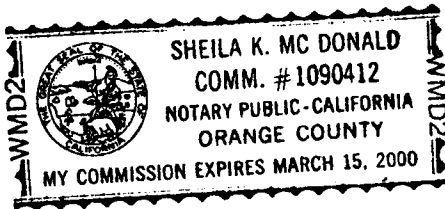
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On June 7, 1996 before me, Sheila K. McDonald Notary Public  
Date Notary  
personally appeared Lourdes Landa  
Name of Signer(s)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sheila K. McDonald  
Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)  
☐ CORPORATE OFFICER(S)

TITLES(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

- ☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

# United States Fidelity and Guaranty Company

Power of Attorney

No. 109784



Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Mike Parizino, John M. Garrett, James W. Moilanen, Janina Beaudry, Judith K. Cunningham and Lourdes Landa**

of the City of **Santa Ana**, State of **California** its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertaking required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **22nd** day of **March**, A.D. 19 **96**.



United States Fidelity and Guaranty Company.

(Signed) By [Signature] Vice President

(Signed) By [Signature] Assistant Secretary

State of Maryland )

Baltimore City )

SS:

On this **22nd** day of **March**, A.D. 19 **96**, before me personally came Gary A. Wilson, Vice President of **United States Fidelity and Guaranty Company**, and Thomas J. Fitzgerald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas J. Fitzgerald were respectively the Vice President and the Assistant Secretary of the said **United States Fidelity and Guaranty Company**, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed in order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the **1st** day of **August**, A.D. 19 **98**.



(Signed) By [Signature] Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **United States Fidelity and Guaranty Company** on September 24, 1992:

**Resolved**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing in and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

**Resolved**, That Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas J. Fitzgerald, an Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **United States Fidelity and Guaranty Company**, on this **7** day of **JUNE**, 19 **96**



Assistant Secretary